

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

MONTY LEE HIGHTOWER, *individually,
and on behalf of all others similarly situated*,

Plaintiff,

v.

ALERTZPRO LLC,

Defendant.

Case No. 8:25-cv-02312-AAQ

DECLARATION OF BLAINE BEICHLER

Pursuant to 28 U.S.C. § 1746, I, Blaine Beichler, under penalty of perjury, declare as follows:

1. My name is Blaine Beichler. I am over the age of 18, and competent to make this declaration.

2. I am the Head of Operations and Business Development for AlertzPro LLC (“AlertzPro”).

3. AlertzPro provides interested consumers with money-saving resources, both directly and via certain third-party partners. For example, AlertzPro partners with The Class Action Guide to receive contact information of consumers who consented to receive information and offers from the Class Action Guide and its third-party marketing partners like AlertzPro.

4. The Class Action Guide helps consumers gain information about and access to class action settlements they are potentially entitled to, among other financial and savings opportunities, and connects them with other available financial resources through their third-party marketing partners like AlertzPro. The Class Action Guide secures its website visitors’ consent to receive emails and text messages from the Company and its third-party marketers, including AlertzPro.

5. As a third-party marketing partner of The Class Action Guide, AlertzPro reviews the consumer opt-in flows and Terms and Conditions of The Class Action Guide before they are published, and The Class Action Guide is contractually required to inform me of any proposed changes to those opt-in flows or Terms before they are published.

6. In my position as AlertzPro's Head of Operations and Business Development, I am responsible for reviewing The Class Action Guide's Terms and Conditions prior to any changes, as well as regularly auditing The Class Action Guide's compliance with its requirement to inform me of any changes, and use of the agreed-upon consumer opt-in flows and terms on its website.

7. Through my regular auditing of The Class Action Guide's consumer opt-in flows, I have regular access to and first-hand knowledge of The Class Action Guide's online opt-in process described below.

8. On April 21, 2025, The Class Action Guide received Plaintiff's agreement to its online Terms and Conditions and consent to receive marketing text messages on behalf of itself and its marketing partners, including AlertzPro, which notice and data we receive in automated data transfers directly from The Class Action Guide and import into our CRM for our communications with the subscribers.

9. On April 21, 2025, Plaintiff agreed to The Class Action Guide's Terms and Conditions (the "Terms"), among other contractual terms, and we began sending him our messages shortly after he provided his consent that day.

The Class Action Guide's Sign-Up Process

10. On April 21, 2025, a consumer could consent to receive marketing messages from The Class Action Guide and its third party advertisers (including AlertzPro) by doing the following:

11. First, visiting the Class Action Guide URL at issue here:

https://claim.theclassactionguide.com/api/user?site_id=61.

12. Upon reaching that website, the consumer was presented with the following screen:

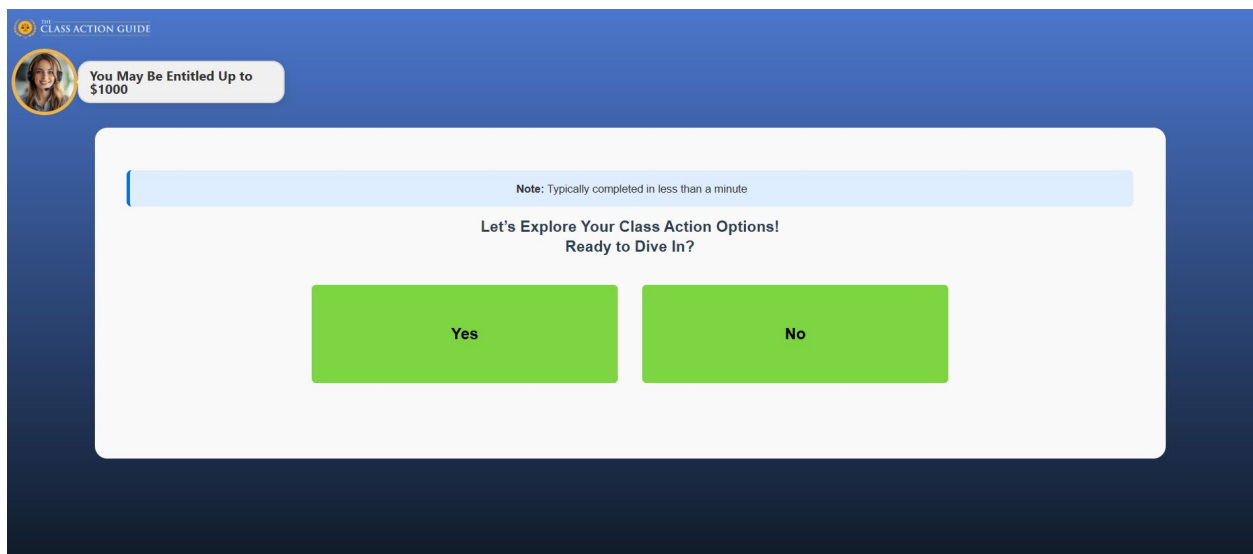
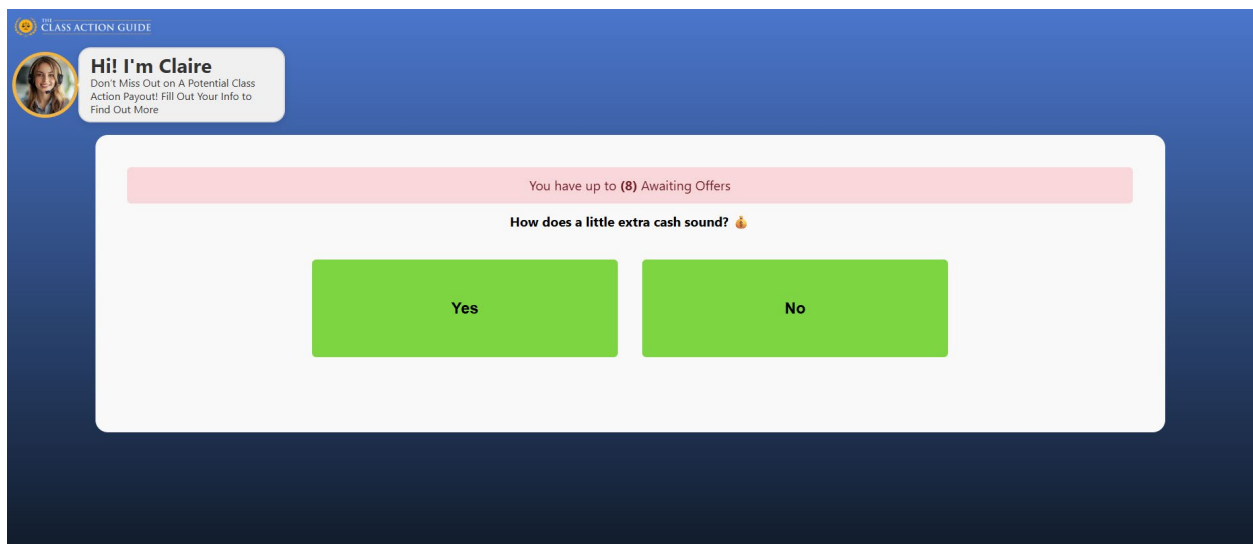
The screenshot shows a web page for 'THE CLASS ACTION GUIDE'. At the top, there is a logo with a scale of justice and the text 'THE CLASS ACTION GUIDE'. Below the logo, the text reads '\$40+ Billion Claimed in 2024' and 'You May Be Entitled to THOUSANDS'. In the center, there is a white box with the text 'Over 20,000 Sign Ups in the Last Day!'. Below this text is a text input field labeled 'Email Address'. Under the input field, there is a paragraph of text: 'By clicking the button below, I confirm I am over 18 and I agree to: (i) the Terms and Conditions (which requires arbitration) and Privacy Policy (which permits data sharing); and (ii) receive frequent email from us, our affiliated companies, and unaffiliated third parties, which I can unsubscribe from at any time.' Below this text is a large green button labeled 'Act Now'. The background of the page is light blue with a dark blue footer area. On the left side of the footer, there is an illustration of a person standing next to a large blue gavel. On the right side, there is an illustration of a blue scale of justice and a stack of blue books.

13. That consent form made clear that the consumer, by entering their email address and clicking “Act Now,” was opting in to receive email communications from The Class Action Guide and “unaffiliated third parties.”

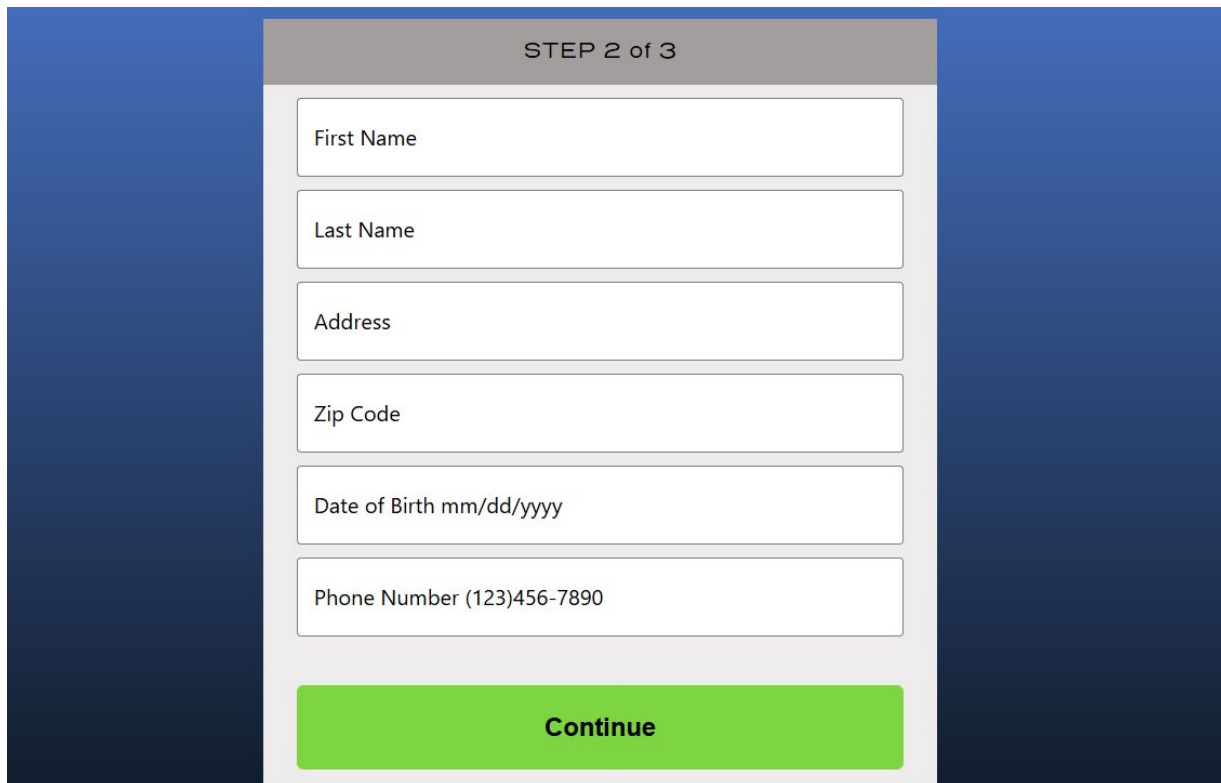
14. That screen also made clear that the consumer, by entering their email address and clicking “Act Now,” was agreeing to The Class Action Guide’s Terms and Conditions, which were

last updated October 1, 2024. As shown above, the opt-in page put a link to the “Terms and Conditions” in blue, hyperlinked text, and was immediately followed by a clause stating that the Terms “require[] arbitration.” A true and correct copy of The Class Action Guide’s Terms and Conditions in effect on April 21, 2025 is attached hereto as **Exhibit A**.


15. After the consumer entered their email address and clicked “Act Now,” they were presented with the following screens, in order, and had to click “Yes” or “No” to proceed to the following screen:



16. After clicking through each of these screens, the consumer was brought to the following screen, where they had to enter their first name, last name, address, zip code, date of birth, and phone number before they could click the “Continue” button to move on to the next screen:

A screenshot of a mobile application registration screen. The screen has a dark blue gradient background. In the center is a white rectangular form. At the top of the form is a grey header bar with the text "STEP 2 of 3" in white. Below the header are six white input fields, each with a grey border and a grey label: "First Name", "Last Name", "Address", "Zip Code", "Date of Birth mm/dd/yyyy", and "Phone Number (123)456-7890". At the bottom of the form is a large green button with the word "Continue" in white text.

17. After the consumer entered their first name, last name, address, zip code, date of birth, and phone number, and clicked the “Continue” button, the consumer was brought to the following screen, captioned “Opt-In For Marketing Texts,” with their information auto-filled from the previous page. There, they were prompted to click a box indicating that “I consent to be texted as described above” before pressing the “Continue” button, as shown on the next two images:

 THE CLASS ACTION GUIDE

Opt-In For Marketing Texts

First Name
John

Last Name
Smithe

Address
123 Smith St.

Zip Code
99999

Date of Birth mm/dd/yyyy
01/19/1902

Phone Number (123)456-7890
(909) 909-9099

AGREEMENT TO BE CONTACTED AND ARBITRATE: By checking the box below and selecting continue, I provide written consent directly to Fresh Career Finder, Daily Money Post, Daily Tip Jar, Learn and Earn Daily, American Career Guide, Professional Pursuit, Health Benefits Hero, Your Pocket, Retirement Benefits Guide and Unified Marketing Partner LLC or one of its [subsidiaries](#), including any parties on their behalf, to text me at 9099099099 about Finance, Health, and Jobs and other offers via an autodialer until such time that I revoke my consent. Cancel texts by replying STOP. I agree that contact may be near in time to when I submit this agreement, even if outside of state or federal dialing times. Consent not required. To proceed without providing consent, leave the check box below unselected and press the Continue button. I also agree to the Terms of Use or Terms and Conditions (which require arbitration) linked near the bottom of this page.

☐ I consent to be texted as described above.

Continue

Date of Birth mm/dd/yyyy
01/19/1902

Phone Number (123)456-7890
(909) 909-9099

AGREEMENT TO BE CONTACTED AND ARBITRATE: By checking the box below and selecting continue, I provide written consent directly to Fresh Career Finder, Daily Money Post, Daily Tip Jar, Learn and Earn Daily, American Career Guide, Professional Pursuit, Health Benefits Hero, Your Pocket, Retirement Benefits Guide and Unified Marketing Partner LLC or one of its [subsidiaries](#), including any parties on their behalf, to text me at 9099099099 about Finance, Health, and Jobs and other offers via an autodialer until such time that I revoke my consent. Cancel texts by replying STOP. I agree that contact may be near in time to when I submit this agreement, even if outside of state or federal dialing times. Consent not required. To proceed without providing consent, leave the check box below unselected and press the Continue button. I also agree to the Terms of Use or Terms and Conditions (which require arbitration) linked near the bottom of this page.

☒ I consent to be texted as described above.

Continue

18. That consent screen made clear that, by clicking the box next to the phrase “I consent to be texted as described above” and then the “Continue” button, the consumer was consenting to receive text messages from, among others, “Unified Marketing Partner LLC or one of its subsidiaries,” and the form auto-populated the telephone number entered by the consumer into the consent language that begins with “AGREEMENT TO BE CONTACTED AND ARBITRATE.” The consent screen also reiterates the consumer is agreeing to the “Terms or Use or Terms and Conditions (which require arbitration) linked near the bottom of this page.”

19. As shown above, this opt-in page put a link to Unified Marketing Partners LLC’s subsidiaries in blue, hyperlinked text. Upon clicking this link, the consumer would be brought to the following page (wherein “mandatory arbitration” and “waiver of class action lawsuits” is mentioned in bold text), which lists AlertzPro in the top row:

Subsidiary Hyperlink - Unified Marketing Partners

By providing your consent on the source page (“Source Page”) of this hyperlinked page, you consent to receive marketing and other SMS texts or calls from the entities provided within the Source Page as well as the below listed entities, and parties calling/messaging on their behalf, until you revoke consent. You understand that texts may be generated using an autodialer even if the provided number is on a national or state “Do-Not-Call” registry, until you withdraw consent, which can be done at any time. The timing of contact (calls/texts) is based on several factors, including but not limited to, the time you submit consent on the Source Page, your provided area code, and/or your mailing address. By providing your consent on the Source Page, you acknowledge that contact may occur outside of the state or federal dialing times. Finally, you acknowledge that the Terms and Conditions and/or Privacy Policy contain provisions for **mandatory arbitration** and **waiver of class action lawsuits** for resolving disputes and, by providing your consent on the Source Page, you agree that the below listed entities may enforce the Terms and Conditions and Privacy Policy, including the above-referenced provisions, against you.

ABA / American Benefit Alliance	ACTIVE / The Active Source	ALRTZ / AlertzPro	AMH / American Heartland
Aura / Aurora Health	AWT / All Work Travel	BEME / United Benefits Partners	BLU / The Blue Gardens
BudgetPS / Budget Pal Solutions	CoastLife / Coastal Advantage Marketing	CC7 / Cyber Cloud Seven	CCPN / Christian Community Partners
DIET / Diet Advisor	DLPro / Diet Life Pro	DietFix / On Track Diet	Direct / Why Direct
EBOOM / Merica Boom	ECO / Go EcoGeek	EPO / Expecting Parents	EPRO / Excellence Forward
ETHOS / Just Ethos	Famaid / My Family Aid	GEO / Main Street Geo	Home / Heavenly Home
HOAA / Homeowners Angels	HomeAlert / Homeowners Base	HomeHelp / Home Helpers United	HSA / Housing Relief
InTouch / InTouch Studios	JET / Jet Quick	LCR / Local Consumer Reach	LMS / Living Meadows
LyfeOG / Lyfe Off Grid	MPA / Maple Work Aid	NHA / Nutra Health Connect	NVE / Nouveau Essentials Marketing
OBL / Overbrook Life	PRO / PrimeTime	QUICK / Quick Space Now	RBEE / Red Bee
SATO / Satellite Me	SOLVE / Solve Vision	SPN / Select Preferred Network	TEXTR / Textr Online
TRIBE / Phoenix Tribe	TRN / True North	ZIP / Zip Zip Zipper	UMM / United Mommas
Vida / Better Vida	VSPT / Veteran Support Partners	YAN / Your Advantage Marketing	

*Note: Each of the names in the above list contain both the name of the entity (as shown after the forward slash) as well as the business' short name (as shown before the forward slash). Due to capacity restrictions, SMS messaging will contain only the business' short name.

20. If the consumer clicked “Continue” but did not click the box next to “I consent to be texted as described above,” their information would not be shared with Unified Marketing Partners LLC or any of its subsidiaries, including AlertzPro. When a consumer does give their

consent to be texted by Unified Marketing Partners LLC and/or its subsidiaries, that consumer's information is shared with only one of the listed subsidiaries – in this case, AlertzPro.

The Class Action Guide's Terms and Conditions

21. The consumer, by entering their email and clicking "Act Now," agreed to The Class Action Guide's Terms and Conditions. The Terms could be immediately accessed and reviewed by clicking on the phrase "Terms and Conditions," which would take the consumer directly to a copy of the Terms. The Terms were also accessible at the bottom of every page, including the consent page shown above in Paragraph 17. The Consent page specifically references the location of the Terms (bottom of the page) as well as noting that any dispute would be subject to arbitration.

22. The consumer was notified of the arbitration provision in the Terms on the very first page, which stated that the Terms "require[] arbitration."

23. The consumer was again notified, in capitalized lettering in the second paragraph of the Terms, that the Terms contained disclaimers of warranties, limitations of liability, a class-action waiver, and the requirement to arbitrate any and all claims. *See* Ex. A at 1.

24. In the Dispute Resolution Provisions section, the consumer was advised in bold lettering that this section "affects [their] rights, including [their] right to file a lawsuit in court," and that "there is no judge or jury in arbitration, and discovery procedures and appellate rights are more limited than in court. *Id.* at 7.

25. The full arbitration clause provides as follows:

This agreement applies to any "Dispute" between (a) you, and (b) us and/or **our advertisers marketing partners, or clients, which you agree are third-party beneficiaries of these Dispute Resolution Provisions** (Company, its parent, subsidiaries, affiliates, and their advertisers, marketing partners, and clients, and each of their respective officers, directors, employees, agents, shareholders, licensors, suppliers and/or attorneys) are all included within the term "Company" for purposes of these Dispute Resolution Provisions) related to the Website or

Offerings **including, without limitation, or any calls, texts or emails you may receive in conjunction with your interactions with the Website or any Offerings or other interactions with us.** “Dispute” means any dispute, claim, or controversy (excluding those exceptions listed below) between you and Company, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, for which either of us seeks legal recourse, including the validity, enforceability, or scope of this agreement to arbitrate or any portion of it. Questions of arbitrability—for example, whether a Dispute falls within the scope of this arbitration agreement and whether this arbitration agreement is enforceable—shall be decided by the arbitrator.

For the avoidance of doubt and without limiting the foregoing, **you agree to arbitrate any dispute related to any emails, text messages or calls you may receive from us or from any third party in conjunction with your interactions with our Website or with us,** regardless of whether such dispute is with us or with the third party.

Ex. A at 7 (emphasis added).

26. The consumer further agreed that:

- (a) An arbitrator, and not a judge or jury, would resolve any disputes between them and The Class Action Guide or related third parties via binding arbitration, *id.* at 9;
- (b) The Federal Arbitration Act “substantively and procedurally govern[s]” the enforceability of the Terms, *id.*;
- (c) They were permitted to bring disputes, claims or controversies between themselves and the beneficiaries of the Terms “in an individual capacity only,” without seeking to bring, join, or participate “in any class or representative action,” *id.* at 14; and
- (d) The terms will be “governed by and construed in accordance with the laws of the State of New York.” *Id.* at 6.

27. To recap, for a consumer to consent to marketing messages and agree to The Class Action Guide’s Terms, they had to:

- (a) Provide their email address;
- (b) Provide their full name;
- (c) Provide their address and zip code;
- (d) Provide their date of birth;
- (e) Provide their phone number; and
- (f) Click a large green “Continue” button after checking a lighter green box just above it that says “I consent to be texted as described above.”

Plaintiff’s Completion of The Class Action Guide’s Opt-In Process

28. On April 21, 2025, Plaintiff completed The Class Action Guide’s marketing message opt-in process described above, including consenting to receive emails and text messages and agreeing to the Terms. Specifically, Plaintiff did the following:

29. On April 21, 2025, Plaintiff visited The Class Action Guide’s website, entered his email address (montyhightower2@gmail.com), and clicked “Act Now,” thereby agreeing to the Terms and Conditions, which require arbitration.

30. Plaintiff then proceeded through four additional pages, through which he entered the following personal information:

- (a) His first name: Monty;
- (b) His last name: Hightower;
- (c) His zip code: 36695;
- (d) His city and state of residence: Mobile, AL;
- (e) His date of birth: XX/XX/1950; and
- (f) His phone number: (850) 866-XXXX.

31. On the final page, he clicked the box next to the phrase “I consent to be texted as described above,” which reiterated his Agreement to the Terms, and then clicked the “Continue” button, thereby consenting to receive text messages from, among others, “Unified Marketing Partner LLC or one of its subsidiaries,” including AlertzPro.

32. This type of data is regularly captured in real time by The Class Action Guide and conveyed to AlertzPro, which we maintain in the ordinary course of business, and I routinely access and use this type of information in the ordinary course of my job responsibilities.

33. After Plaintiff completed The Class Action Guide’s opt-in process, and AlertzPro was notified of such consent, AlertzPro promptly sent text messages to Plaintiff’s phone number, (850) 866-XXXX, beginning with a welcome message on the same morning of his opt-in on April 21, 2025.

34. After receiving Plaintiff’s consent to the Terms and to receive text messages, AlertzPro continued to periodically send him additional messages, including after he interacted with various links included in the text messages, which our data shows that he clicked on and viewed on, among other dates, April 24, 2025, April 28, 2025, June 3, 2025, June 17, 2025 and most recently July 17, 2025.

35. Despite AlertzPro’s messages including routine reminders of how to opt-out of its campaigns (i.e., by advising that he could text STOP to end), Plaintiff never opted out of AlertzPro’s campaign.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 5 day of September, 2025.



BLAINE BEICHLER

EXHIBIT A

Terms and Conditions

Welcome to our website, located at theclassactionguide.com (the "Website"). By registering on or continuing your use of the Website, you enter into a binding legal agreement, as set forth below, that includes, among other things, a requirement to arbitrate any disputes as described in the section titled "Dispute Resolution Provisions."

The Website is an Internet property of The Class Action Guide ("Company," "we," "our" or "us"). You agree to comply with and be bound by the following The Class Action Guide Terms and Conditions (the "Terms and Conditions") when you: (a) access the Website; and/or (b) register on the Website which enables you to access: (i) the Website's viewable text, graphics and other material (collectively, "Content"); and (ii) an array of links to various government benefit programs, governmental entities, governmental services and third party advertiser products and/or services (collectively, "Links," and together with the Website and Content, and any calls, text messages, emails or other communications that you may receive in conjunction with your use of the Website, the "The Class Action Guide Offerings"). The Terms are inclusive of The Class Action Guide Privacy Policy PRIVACY POLICY and any other operating rules, policies, price schedules and/or other supplemental terms and conditions or documents expressly incorporated herein by reference and/or published from time to time (collectively, the "Agreement"). Please review the following terms of the Agreement carefully. PLEASE NOTE THAT THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, A CLASS-ACTION WAIVER, AND THE REQUIREMENT TO ARBITRATE ANY AND ALL CLAIMS. THESE PROVISIONS ARE AN ESSENTIAL BASIS OF OUR AGREEMENT. **If you do not consent to the Agreement in its entirety, you are not authorized to use The Class Action Guide Offerings in any manner or form.**

PLEASE BE ADVISED THAT COMPANY DOES NOT ENDORSE, SUPPORT OR CONFIRM THE VALIDITY OF THE INFORMATION OR ADVICE MADE AVAILABLE BY AND THROUGH THE LINKS AND/OR The Class Action Guide OFFERINGS, NOR DOES COMPANY REPRESENT OR WARRANT THAT SUCH INFORMATION OR CONSTITUENT ADVICE IS ACCURATE, COMPLETE OR APPROPRIATE. COMPANY ASSUMES NO OBLIGATION AND INCURS NO LIABILITY IN CONNECTION WITH YOUR USE OF AND/OR RELIANCE UPON ANY SUCH INFORMATION. The Class Action Guide OFFERINGS ARE FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY. CHECK WITH YOUR ACCOUNTANT,

**COMPANY IS IN NO WAY AFFILIATED WITH, ENDORSED OR SPONSORED BY THE
FEDERAL GOVERNMENT, ANY OTHER GOVERNMENTAL BODY OR ANY PRIVATE
ENTITY OFFERING SIMILAR BENEFITS. COMPANY DOES NOT ITSELF PROVIDE
ANY GOVERNMENT BENEFITS OR THIRD PARTY PRODUCTS AND/OR SERVICES,
AND THE ULTIMATE TERMS AND CONDITIONS OF ANY BENEFITS PROVIDED BY
ANY GOVERNMENTAL BODY, OR PRODUCTS PROVIDED BY ANY PRIVATE
ENTITY, WILL BE DETERMINED BY THAT BODY/ENTITY, AS APPLICABLE.**

ACCEPTANCE OF AGREEMENT/MODIFICATION OF AGREEMENT:

You agree to the terms and conditions outlined in the Agreement with respect to your use of this Website Offerings. The Agreement constitutes the entire and only agreement between you and Company with respect to your use of the website Offerings, and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to the Website Offerings. We may amend the Agreement from time to time in our sole discretion, without specific notice to you; provided, however, that any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, "Dispute Resolution Provisions") shall not apply to any disputes incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Website, and you should review the Agreement in its entirety prior to using the Website Offerings. By your continued use of The Class Action Guide Offerings, you hereby agree to all the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, which shall be governed by the Dispute Resolution Provisions then in effect at the time of the subject dispute). Therefore, you should regularly check this page for updates and/or changes.

REQUIREMENTS:

The The Class Action Guide™ Offerings are available only to individuals that can enter into legally binding contracts under applicable law. The The Class Action Guide™ Offerings are not intended for use by individuals under eighteen (18) years of age (or the age of majority in your jurisdiction, if greater than eighteen (18) years of age). If you are under eighteen (18) years of age (or the age of majority in your jurisdiction, if greater than eighteen (18) years of age), you do not have permission to use and/or access the The Class Action Guide™ Offerings. The The Class Action Guide™ Offerings are intended for U.S. residents only. Non-U.S. residents are prohibited from registering on the Website. Any non-U.S. resident who registers on the Website is doing so in violation of these Terms and

Conditions and, as a result, will be deemed to have waived any rights that she/he may have to assert any claims against the Website, the Company or any of its officers or owners, arising from her/his use of the The Class Action Guide™ Offerings.

DESCRIPTION OF THE The Class Action Guide™ OFFERINGS:

Subject to the terms and conditions of the Agreement, by registering on the Website, and receiving approval from Company, you can obtain, or attempt to obtain, access to the Links and Content. The Links and Content will enable you to access various web venues operated by governmental entities, as well as third party advertisers, which may enable you to apply for governmental benefits and/or third party products and/or services.

Unless explicitly stated otherwise, any future offer(s) made available to you on the Website that augment(s), or otherwise enhance(s), the current features of the Website shall be subject to the Agreement. You understand and agree that Company is not responsible or liable in any manner whatsoever for your inability to use the The Class Action Guide™ Offerings, Links and/or any associated functionality. You understand and agree that Company shall not be liable to you or any third party for any modification, suspension or discontinuation of the The Class Action Guide™ Offerings and/or Links.

REGISTRATION/ACCOUNT:

To register for the Website, you must complete and submit the online registration form. The information you must supply may include, but is not limited to: (a) your phone number (where available); and (b) any other information requested on the applicable registration form (collectively, "Registration Data"). You agree to provide true, accurate, current and complete Registration Data during registration and also agree to update your Registration Data as necessary to maintain it in an up to date and accurate fashion.

END-USER INFORMATION:

All comments, information, Registration Data and/or materials that you submit through or in association with the The Class Action Guide™ Offerings shall be subject to the The Class Action Guide™ Privacy Policy. For a copy of the The Class Action Guide™ Privacy Policy, please [Click Here](#).

LICENSE GRANT:

As a user of the Website, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the Website, The Class Action Guide™ Offerings and associated Content in accordance with the

Agreement. Company may terminate this license at any time for any reason. You may use the The Class Action Guide™ Offerings on one computer for your own personal, non-commercial use. No part of the The Class Action Guide™ Offerings may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the The Class Action Guide™ Offerings, Content or any portion thereof. Systematic retrieval of Content or material associated with the The Class Action Guide™ Offerings by automated means or any other form of scraping or data extraction in order to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Company is prohibited. Company reserves any rights not explicitly granted in the Agreement. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the The Class Action Guide™ Offerings. You may not take any action that imposes an unreasonable or disproportionately large load on Company infrastructure.

PROPRIETARY RIGHTS:

The Content, organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters associated with the The Class Action Guide™ Offerings, are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. The copying, redistribution or publication by you of any part of the The Class Action Guide™ Offerings is strictly prohibited. You do not acquire ownership rights, other than those rights that you may already have, to any content, document, software, services or other materials viewed at or through the The Class Action Guide™ Offerings. The posting of information or material by and through the The Class Action Guide™ Offerings by Company does not constitute a waiver of any right in such information and materials.

EDITING, DELETION & MODIFICATION:

We reserve the right in our sole discretion to edit and/or delete any documents, information or other content appearing on the Website and or otherwise by and through the The Class Action Guide™ Offerings.

INDEMNIFICATION:

You agree to release, indemnify and hold Company, its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees, costs and settlement costs), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of The Class Action Guide Offerings; (b) your breach of the

Agreement; and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of Company, its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

DISCLAIMER OF WARRANTIES:

THE The Class Action Guide™ OFFERINGS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, COMPANY MAKES NO WARRANTY THAT: (A) THE The Class Action Guide™ OFFERINGS WILL MEET YOUR REQUIREMENTS: (B) THE The Class Action Guide™ OFFERINGS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE The Class Action Guide™ OFFERINGS WILL BE ACCURATE OR RELIABLE: OR (D) THAT YOU WILL OBTAIN ANY GOVERNMENTAL BENEFIT OR REALIZE ANY OTHER ECONOMIC GAIN OR BENEFIT. THE The Class Action Guide™ OFFERINGS MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE The Class Action Guide™ OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

LIMITATION OF LIABILITY:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE The Class Action Guide OFFERINGS AND/OR ANY OTHER COMPANY PRODUCT AND/OR SERVICE THAT MAY BE OFFERED VIA THE WEBSITE; (B) ANY MATTER RELATING TO ANY LINKS THAT MAY BE AVAILABLE VIA THE WEBSITE; (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PROBLEM(S) WITH THE GOODS, DATA, INFORMATION AND/OR SERVICES PURCHASED OR OBTAINED FROM THE WEBSITE, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE; (D) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA; (E) THE FAILURE TO OBTAIN ANY GOVERNMENTAL BENEFIT OR REALIZE ANY OTHER ECONOMIC GAIN OR BENEFIT; OR (F) The Class Action Guide OFFERINGS

AND/OR ANY OTHER MATTER RELATING TO THE OTHER PRODUCTS AND/OR SERVICES THAT MAY BE MADE AVAILABLE ON THE WEBSITE AND/OR THE WEBSITE ITSELF. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE COMPANY FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREUNDER. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATIONS, THE MAXIMUM LIABILITY OF COMPANY TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500). YOU HEREBY RELEASE COMPANY FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS SET FORTH IN THIS SECTION. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND COMPANY. The Class Action Guide OFFERINGS WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.

THIRD-PARTY WEBSITES:

The The Class Action Guide™ Offerings may provide, third parties may provide and/or refer you to, links to other Internet websites and/or resources including, without limitation, the Links. Because Company has no control over such third party websites and/or resources, you hereby acknowledge and agree that Company is not responsible for the availability of such third party websites and/or resources. Furthermore, Company does not endorse, and is not responsible or liable for, any terms and conditions, privacy policies, content, advertising, services, products and/or other materials at or available from such third party websites or resources, or for any damages and/or losses arising therefrom.

LEGAL WARNING:

Any attempt by any individual, whether or not a Company registered user, to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the The Class Action Guide™ Offerings is a violation of criminal and civil law and Company will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.

CHOICE OF LAW:

The Agreement shall be treated as though it were executed and performed in New York, New York and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles).

DISPUTE RESOLUTION PROVISIONS:

Please read this section carefully. it affects your rights, including your right to file a lawsuit in court. there is no judge or jury in arbitration, and discovery procedures and appellate rights are more limited than in court.

Disputes that Must Be Arbitrated

This agreement applies to any “Dispute” between (a) you, and (b) us and/or our advertisers marketing partners, or clients, which you agree are third-party beneficiaries of these Dispute Resolution Provisions (Company, its parent, subsidiaries, affiliates, and their advertisers, marketing partners, and clients, and each of their respective officers, directors, employees, agents, shareholders, licensors, suppliers and/or attorneys) are all included within the term “Company” for purposes of these Dispute Resolution Provisions) related to the Website or Offerings including, without limitation, or any calls, texts or emails you may receive in conjunction with your interactions with the Website or any Offerings or other interactions with us. “Dispute” means any dispute, claim, or controversy (excluding those exceptions listed below) between you and Company, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, for which either of us seeks legal recourse, including the validity, enforceability, or scope of this agreement to arbitrate or any portion of it. Questions of arbitrability—for example, whether a Dispute falls within the scope of this arbitration agreement and whether this arbitration agreement is enforceable—shall be decided by the arbitrator.

For the avoidance of doubt and without limiting the foregoing, you agree to arbitrate any dispute related to any emails, text messages or calls you may receive from us or from any third party in conjunction with your interactions with our Website or with us, regardless of whether such dispute is with us or with the third party.

The exceptions to this arbitration requirement are: (i) claims that can be brought as individual actions in small-claims court; (ii) pursuit of enforcement actions through a government agency if the law allows; (iii) an action to compel or uphold any prior arbitration decision; (iv) your or Company’s right to seek injunctive relief in a court of law to preserve the status quo while an arbitration proceeds; (v) claims of intellectual property infringement; (vi) claims that are the subject of a proposed class or collective action settlement that is pending in any court; (vii) the enforceability of the requirement that arbitrations must be conducted on an individual rather than a class basis; and (viii) certain roles expressly specified for courts in the terms below.

Informal Resolution

If you have a Dispute against Company or if Company has a Dispute against you, Company will attempt to resolve the Dispute informally before

an arbitration is filed in order to resolve the Dispute faster and reduce costs for both parties. You and Company will make a good-faith effort to negotiate the resolution of any Dispute for at least 30 days (“Informal Resolution”) from the day you or Company receive a written notice of a dispute from the other party (a “Notice of Dispute”) in accordance hereunder.

You must submit any Notice of Dispute to us using this [Initial Dispute](#) Notice or by sending written notice to the address provided in the “Contact Us” section of these Terms and Conditions.

Company will send any Notice of Dispute to your registered email address and ATTN: NOTICE OF DISPUTE to the email address and any address you have provided Company. The Notice of Dispute sent by either party must include the sender’s name, address, and other contact information, a description of the Dispute (including any relevant account names), and what resolution to the Dispute is being sought.

The Notice requirement is designed to allow Company (or you, in the case of a dispute Company asserts against you) to make a fair, fact-based offer of settlement if Company or you choose to do so. You and Company cannot proceed to arbitration unless this information has been provided. If you or Company proceed to arbitration without providing a compliant Notice of Dispute, the sufficiency of a Notice of Dispute is an issue to be decided by a court. A court may enjoin the filing of an arbitration demand that has not been preceded by a compliant Notice of Dispute and may order a party that has filed an arbitration demand without having provided a compliant Notice of Dispute to reimburse the other party for any arbitration fees and costs already incurred.

Small-Claims Court

You and Company agree that notwithstanding the obligation to arbitrate Disputes, Disputes that qualify for small-claims court in either the county where you live or in Bergen County, New Jersey may be brought as individual actions in such small-claims courts. Company hopes you’ll try Informal Resolution first, and you must do so before commencing an arbitration, but you don’t have to complete the Informal Resolution process before going to small-claims court.

Binding Individual Arbitration

THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Under no circumstances does Company consent to have any Disputes arbitrated using class action procedures, even if the arbitration provider has rules permitting class arbitrations.

You and Company agree that Disputes will be settled by BINDING INDIVIDUAL ARBITRATION conducted by, at the discretion of the party initiating arbitration, AAA or JAMS, according to the U.S. Federal Arbitration Act (“FAA”) and federal arbitration law and according to the arbitration provider’s applicable rules, as modified by these Terms. These Terms affect interstate commerce, and the enforceability of this Section 4 will be substantively and procedurally governed by the FAA, 9 U.S.C. § 1, et seq., to the extent permitted by law.

“Arbitration” means that Disputes between you and Company will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

“Individual” means that the arbitrator may award the same remedies to you or to Company as a court could, but only to satisfy your or Company’s individual claims. To the fullest extent allowed by applicable law, the arbitrator may not award money or other relief for the benefit of any person other than you or us as part of the resolution of any Dispute.

“Binding” means that both you and Company will have to live with the arbitrator’s decision, except to the limited extent appeals to a court are permitted under the FAA. As limited by the FAA, these Terms, and the rules applicable to the arbitration, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms and Conditions, but (as provided above) only to the extent necessary to provide relief to a party in arbitration warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction.

Arbitration Procedure and Location

You or Company may initiate arbitration of any Disputes not resolved by Informal Resolution by filing a Demand for Arbitration with the arbitration provider in accordance with the arbitration provider’s applicable rules. Instructions for filing a Demand for Arbitration with AAA are available at adr.org/consumer and with JAMS at jamsadr.com/consumercases. You will send a copy of any Demand for Arbitration to the address provided in the “Contact Us” section of these Terms and Conditions. Alternatively, you may also initiate arbitration submitting this [Demand for Arbitration](#).

Company will send any Demand for Arbitration to the email address and to any physical address you have provided Company.

The arbitration will be conducted by a single arbitrator. You and Company both agree that the arbitration will be conducted in the English language and that the arbitrator will be bound by these Terms.

For Disputes in which the claimant seeks less than \$10,000, the arbitrator will decide the matter solely on the basis of written submissions, without a formal hearing, unless the arbitrator decides that a formal hearing is necessary. For matters in which the claimant seeks \$10,000 or more, or smaller matters in which the arbitrator determines a hearing to be necessary, hearings shall be conducted by video or telephone, unless the arbitrator determines an in-person hearing to be necessary. If an in-person hearing is required, and you reside in the United States, the hearing will take place in Bergen County, New Jersey unless the arbitrator determines that this would pose a hardship for you, in which case the in-person hearing may be conducted in the claimant's state and county of residence. If you reside outside the United States, the site of any in-person hearing will be determined by the applicable Rules.

The arbitrator (not a judge or jury) will resolve the Dispute. Unless you and Company agree otherwise, any decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions.

To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are Individual to you or Company to satisfy one of our individual claims (that the arbitrator determines are supported by credible relevant evidence).

An arbitration award, and any judgment confirming it, apply only to that specific case; it cannot be used or offered as precedent in any other case except to enforce the award itself.

Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial confirmation of any award and an order of enforcement.

Consumer Arbitration Fees

The terms of this section only apply to you if you are a Consumer.

If you start an arbitration against Company, you will pay the filing fee required for consumer arbitrations. In some situations, Company will help you with the fees related to an arbitration you initiate against Company to (hopefully) move us to a resolution quickly and fairly:

- If the Dispute involves a claim of damages of USD \$5,000 or less, including any attorneys' fees and all other relief you are seeking, Company will pay all the arbitration costs, including the fees you otherwise would have been required to pay.
- Even if the Dispute involves a claim of damages of more than USD \$5,000, Company may still help you with your fees: if you demonstrate that arbitration costs will be prohibitive compared to litigation costs, Company will pay as much of your arbitration costs as the arbitrator finds is necessary to prevent arbitration from being cost-prohibitive (as compared to the cost of litigation).
- Notwithstanding Company's agreement to pay all of the arbitration costs if the Dispute involves a claim of damages of USD \$5,000 or less, Company will not pay a claimant's share of fees if the claimant is represented by the same common or coordinated counsel as other claimants with similar claims unless the total aggregated claim of damages is USD \$5,000 or less for all claimants.

If Company starts an arbitration against you, Company will pay all filing fees.

Arbitration costs do not include your attorneys' fees and expenses if you choose to be represented by an attorney. If you choose to be represented by an attorney, you will pay your own attorneys' fees and costs unless the applicable law provides otherwise.

Notice and Filing

To the fullest extent permitted by applicable law, you or Company must start arbitration of a Dispute within two (2) years from when the Dispute first arose. If applicable law requires you or Company to bring a claim for a Dispute sooner than two years after the Dispute first arose, that shorter deadline applies instead. The failure to begin arbitration regarding a Dispute within the time frames described above in this section shall bar the Dispute, which means that to the fullest extent permitted by applicable law, you and Company will not have the right to assert the Dispute.

Coordinated Filings

If ten (10) or more Disputes are initiated with the arbitrator that raise similar claims, and counsel for the claimants are the same or coordinated, these will be considered "Coordinated Cases." Company will pay only its share of arbitration fees for Coordinated Cases; the claimants will be responsible for their share of those fees as set by the Rules and arbitration provider's fee schedule for mass arbitrations. Applicable statutes of limitations will be

tolled for all claimants who have provided compliant Notices of Dispute to Company, but demands for arbitration in Coordinated Cases shall only be filed with the arbitration provider as permitted by the bellwether process set forth below, and Company shall not be required to pay any fees associated with cases that this agreement does not allow to be filed.

Once all Notices of Dispute have been provided to Company for Coordinated Cases, counsel for claimants and counsel for Company shall confer in good faith regarding the number of cases that should proceed as bellwethers, to allow each side to test the merits of its arguments, before the remainder of claims may be filed with the arbitration provider. Any number chosen must be an even number so as to allow each side to designate its half of the cases selected for bellwether trials. If counsel for claimants and for Company do not agree on the number of bellwethers, the number shall be chosen by the arbitration provider as an administrative matter (or, in the arbitration provider's discretion, by a process arbitrator). Factors that the arbitration provider may consider in making this decision include the complexity of the dispute and differences in facts or applicable laws among various claims. Once the number of bellwethers is fixed, by agreement or by the arbitration provider, each side shall select half that number from among the claimants who have provided compliant Notices of Dispute, and only those chosen claims may be filed with the arbitration provider. You agree that if your case is among Coordinated Cases filed against Company, resolution of your personal claim might be delayed by this bellwether process. Nothing in this paragraph shall be construed to delay the resolution of uncoordinated Disputes based on similar claims to Coordinated Cases filed against Company.

A single arbitrator shall preside over each Coordinated Case chosen for a bellwether proceeding, and only one Coordinated Case may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise.

Once all bellwether trials have concluded (or sooner if the counsel for the claimants in the Coordinate Cases and Company agree), the parties must make a good-faith effort to resolve all remaining cases that were not chosen for a bellwether proceeding by engaging in a single mediation of all remaining cases. Each side shall pay half the applicable mediation fee. Counsel for claimants in the Coordinated Cases and for Company must agree on a mediator within 30 days after the conclusion of the last bellwether trial. If counsel for claimants in the Coordinated Cases and for Company cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. Counsel for the claimants in the Coordinated Cases and for Company will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

If the mediation does not yield a global resolution, then claimants in Coordinated Cases who provided compliant Notices of Dispute but whose claims were not resolved in bellwether proceedings shall no longer have the right to arbitrate their Dispute. Instead, outstanding claims from such cases may be filed only in the state courts in Bergen County, New Jersey or if federal jurisdiction exists, in the United States District Court for the United States District Court for the District of New Jersey, and you consent to venue such cases exclusively in these courts. Nothing in this paragraph shall be construed as prohibiting either you or Company from removing a case from state to federal court if removal is allowed under applicable law. To the extent you are asserting the same claims as other persons and are represented by common or coordinated counsel, you agree to waive any objection that the joinder of all such persons is impracticable. If a formerly arbitrable Dispute is brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in the Coordinated Cases who provided compliant Notices of Dispute, and Company reserves the right to contest class certification at any stage of the litigation and on any available basis.

A court shall have authority to enforce this bellwether process and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

Continuation in Effect

The dispute resolution process set forth in this agreement survives the termination of any other agreement between you and Company.

Future Terms Changes

Although Company may revise these dispute resolution terms in its discretion, Company does not have the right to alter this agreement, or the arbitration rules specified herein, with respect to any Dispute once that Dispute arises if such change would make arbitration procedures materially less favorable to the claimant. The question of whether a change is materially less favorable to the claimant shall be decided by the arbitration provider as a process matter.

Class Action Waiver

To the maximum extent permitted by applicable law, disputes, claims, and controversies not subject to the requirement to arbitrate (including, but not limited to, claims filed in small claims court and claims that are deemed not subject to the requirement to arbitrate) may not be aggregated together in a class action, except that (as set forth above in Section 8) if a formerly arbitrable Dispute is brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may

comprise only the claimants in the Coordinated Cases who provided compliant Notices of Dispute, and Company reserves the right to contest class certification at any stage of the litigation and on any available basis. Accordingly, to the maximum extent permitted by applicable law, you and Company will only bring disputes, claims, or controversies between Company in an individual capacity only and shall not:

- seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (like private attorney general actions); or
- consolidate or combine individual proceedings or permit another to do so without the express consent of all parties to these Terms.

Severability

If all or any provision of this agreement is found invalid, unenforceable, or illegal, then you and Company agree that the provision will be severed, and the rest of these terms shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the prohibition on class arbitrations is found invalid, unenforceable, or illegal, you and Company agree that this entire agreement to arbitrate (but not the separate class action waiver) will be void and unenforceable and any dispute will be resolved in court subject to the venue and choice of law clauses specified herein.

Your 30-Day Right to Opt Out

You have the right to opt out of and not to be bound by the Binding Individual Arbitration provisions set forth in these Terms (except for the class action waiver, which is not subject to an opt-out). To exercise this right, you must send written notice of your decision to the address provided in the "Contact Us" section of these Terms and Conditions.

Your notice must include your name, mailing address, and email address associated with your account with Company, and state that you do not wish to be bound by the Binding Individual Arbitration provisions set forth in these Terms. TO BE EFFECTIVE, THIS NOTICE MUST BE SENT WITHIN 30 DAYS OF THE DATE ON WHICH YOU FIRST ACCEPTED THESE TERMS UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW; OTHERWISE, YOU WILL BE BOUND TO ARBITRATE DISPUTES IN ACCORDANCE WITH THIS SECTION. You are responsible for ensuring that Company receives your opt-out notice, so you may wish to send it with a read request receipt. If you opt out of these provisions, Company will not be bound by them with respect to disputes with you.

MISCELLANEOUS:

Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. The Agreement is personal between you and Company and governs your use of the The Class Action Guide™ Offerings, superseding any and all prior and/or contemporaneous agreements between you and Company. To the extent that anything in or associated with the The Class Action Guide™ Offerings is in conflict or inconsistent with the Agreement, the Agreement shall take precedence. Our failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement. Company may assign its rights and obligations under the Agreement, in whole or in part, to any party at any time without any notice to you. The Agreement, may not however, be assigned by you, and you may not delegate your duties under them. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

SMS ADDENDUM:

The Class Action Guide is a short code SMS program that sends recurring alerts. Subscribers will sign up for recurring alerts to find out the latest news. Message and data rates may apply. View our Privacy Policy [here](#). Text HELP for help, email contact@yourclassactionguide.com or call (872) 250-4977 between 9am-5pm Eastern Time. Text STOP to to be removed from the program. Carriers are not liable for delayed or undelivered messages. This program works with AT&T, Sprint, Boost, Verizon Wireless, U.S. Cellular, Cellular One, and T-Mobile®, MetroPCS®.

SHORT CODE ELIGIBILITY:

By signing up to receive The Class Action Guide recurring text messages, you represent that you are 18 years of age or older and understand the obligations and agree to the terms set forth in these Terms, which form binding agreements between you and us. You further represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for texts.

CONTACT US:

If you have any questions, or to contact us, please email us at contact@yourclassactionguide.com; or write to us at: The Class Action Guide, 1314 W McDermott Dr Ste 106 #129, Allen, TX 75013.

Last Updated: 10/01/2024

Here Are Some Companies That Have Paid Out Millions Of Dollars in
Claims:

Progressive Insurance • Red Robin • Radio Shack • RJ Reynolds Tobacco •
Ford Motor Company • Sears Roebuck • Verizon Wireless • Family Dollar
Stores

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